

set is supported including both Standard and Enhanced Traffic Management (ETM) Class of Service.

- Satellite Gateway

The Private IP Satellite- Satellite Gateway solution is an effective broadband connectivity solution that provides access to customer remote locations in all 50 states. Satellite access to Private IP utilizes connectivity provided by Verizon's Satellite Solutions Group (SSG) and includes various options.

#### Verizon's Private IP Class of Service (CoS)

Private IP Service offers two Class of Service options – Standard (STD) and Enhanced Traffic Management (ETM). Both service types are IP-based, but ETM is the true DiffServ-compliant service. Customers gain access to these traffic priority classes based either on the Differentiated Services (DiffServ) Code Point (DSCP) settings or IP precedence settings applied to the Type of Service (ToS) byte in the IP header of their IP traffic. Customers subscribe to either service type on a customer port-by-port basis. The general practice is to subscribe to one service type for all customer ports; however, a customer may subscribe to ETM on some ports and to Standard on other ports.

The two choices of functionality are fundamentally different and mutually exclusive of each other. The Standard Service does not provide the customer the ability to prioritize traffic flows according to application while the ETM option does. Also, the Standard Service does not require the customer's edge router (CE) to set the Differentiated Services Code Point (DSCP) or IP Precedence. In fact, with the Standard Service any attempt by the CE to set the DSCP or IP Precedence will be ignored by the Private IP edge router (PE).

- Standard Service

Verizon Private IP Standard Service offering is an IP routing service which is suitable for non-real-time applications. The Standard service offers a single class and treats all customer traffic equally. Customers can burst to the port speed and all traffic on the port is marked Assured Forwarding (AF) 3. This service is ideal for customers that don't have real-time applications (such as voice or video) and don't need to prioritize their various data applications.

- Enhanced Traffic Management (ETM)

ETM is an advanced CoS offering that allows customers to assign six traffic priority classes with up to ten priority levels, thus facilitating prioritization and differentiation of customer applications. Real-Time traffic priority adds jitter, i.e., varying latency for different packets, as a parameter.

Enhanced Traffic Management (ETM) is a more advanced CoS offering and allows customers to manage their traffic through six traffic priority classes. Each of these traffic priority classes maintains different levels of packet loss. Real Time traffic priority adds jitter, e.g., varying latency for different packets, as a parameter. The EF/Real Time CoS is reserved exclusively for the Real Time traffic priority class.

The six traffic classes supported are:

- Expedited Forwarding (EF) - is dedicated for real-time applications such as voice. Traffic marked EF has the highest traffic priority.  
Note: Any traffic that exceeds the subscribed EF/Real Time CoS is dropped.
- Assured Forwarding 4 (AF4) - is used for either video or business critical applications such as. SAP, Siebel, PeopleSoft, or Point of Sale (POS). Traffic marked AF4 has the second highest forwarding priority.
- Assured Forwarding 3 (AF3) - is associated with business critical applications, i.e., SAP, Siebel, PeopleSoft, POS, TN3270 emulations, Citrix. The primary difference between AF4 and AF3 is the AF4 class is associated primarily with video applications. Traffic marked AF3 has the third highest forwarding priority.
- Assured Forwarding 2 (AF2) - is ideal for Telnet, Extranet Web Applications, and General Data applications. Traffic marked AF2 is given fourth highest forwarding priority.
- Assured Forwarding 1 (AF1) - is ideal for applications that are relatively non-interactive and drop insensitive that typically span their operations over a long period of time as background occurrences, such as content distribution or database synchronization.
- Best Effort (BE) - has the lowest forwarding priority and is typically used for FTP, Database Synchronization, e-mail, web surfing. Traffic marked BE has the lowest priority.



**Lincoln County Schools**  
Broadband RFP Response Pricing  
State of WV - MPLS 07 Contract

Location		6.144 MB*	10.752 MB*	44.184 MB*	50MB**	100MB**
Lincoln County Board of Education 10 Marland Ave, Hamlin, WV 99999	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
Lincoln County High School (HUB) 81 Panther Way, Hamlin, WV 25523	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
Duval PK-8 P.O. Box 67, Griffithsville, WV 25521	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
Hamlin PK-8 8137 Park Avenue, Hamlin, WV 25523	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
Guyan Valley Middle 700 St. Rt. 10 N, Branchland, WV 25506	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
Midway Rt. 1 Box 130, Alum Creek, WV 25503	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
West Hamlin Rt. 1, Box 112, West Hamlin, WV 25571	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
Ranger General Delivery, Ranger, WV 25557	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
Harts Primary Rt. 2 Box 28, Harts, WV 25524	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
Harts Intermediate Rt. 1 Box 130, Harts, WV 25524	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	NA	NA
	Installatio	\$ -	\$ -	TBD		
WVNET Building 6, 1500 Kanawha Blvd E, Charleston, WV	Monthly	\$ 1,900.40	\$ 2,998.40	\$ 4,276.60	\$ 4,337.80	\$ 7,862.80
	Installatio			TBD	\$ 1,800.00	\$ 1,800.00

\* Pricing Includes 1.536 Mbps of Gold CAR (EF Class QOS)

\*\* Pricing Includes 5.008 Mbps of Gold CAR (EF Class QOS)



## SERVICE AGREEMENT

(Intrastate ICB)

Routing Code: 5V

Customer Name ("Customer") and address:	Main Billing Tel. No:
	ICB Case No.

**Services.** Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services identified in Exhibit(s) Aattached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof.

**Charges.** Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

**Notices.** Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130. Notices shall be deemed effective five business days after such mailing.

**Miscellaneous.** (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

**Tariffs and Limitation of Liability.** The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

(Customer)

VERIZONBUSINESS NETWORK SERVICES Inc. on behalf  
of the Verizon company(ies) identified in the applicable  
Exhibit(s)

By \_\_\_\_\_

By \_\_\_\_\_

Name/title \_\_\_\_\_

Name/title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

ICB-gov (010207)

Page 1 of 2

ESC # 0147  
VZ Generated By: 11



Berry/Huth/Doherty



Chip Merritt  
Client Account Manager  
1500 MacCorkle Avenue, SE  
Charleston, WV 25314

October 28th, 2009

Lincoln County School District  
10 Marland Ave  
Hamlin, WV 25523

Re: E-rate 470 Program Application #960540000761998

Dear Danny Dailey:

Thank you for the opportunity to respond to your Form 470 E-rate RFP for WAN high bandwidth services. Verizon Business is excited about providing these services to meet your needs.

Our proposal includes the response to the RFP, a "sample" of our systems agreement (will provide a final copy when the sites are agreed upon), a price list from the State of WV MPLS contract. Our pricing is based on the existing State of WV MPLS 07 Contract along with its associated terms and conditions.

With options there come questions so we highly recommend meeting with you during the evaluation period and before award so we can present our solutions and recommendations.

Verizon's resources are extensive, experienced, well-trained residents of West Virginia. Verizon's sales engineers have hands-on technical knowledge and experience with the networks throughout West Virginia. In many cases, these networks were designed and installed with the guidance, support, and oversight of the same Verizon engineers. We have installed these services to other K-12 School throughout the State with great success and can provide references as needed.

Verizon Business has developed a comprehensive response to the Lincoln County School District. Verizon Business will provide outstanding service quality, product flexibility, and a local dedicated Account Team.

Verizon's financial stability and longevity provides Lincoln County Schools a long-term partner for providing network services. Verizon is the number one Telecommunications Company provider in North America with assets of \$170 billion and revenues of \$60 billion annually. Verizon is ranked overall number 17 on the list of US Fortune 500 companies. On April 8, 2004, Verizon was added as one of the 30 companies that comprise the DOW Jones Industrial Average. Verizon's core competencies include its robust nationwide network, outstanding customer service, and over 125 years of expertise in delivering voice and data networks in West Virginia. Since 2004, Verizon has consistently been a top performer in customer satisfaction in the telecommunications industry segment by the J.D. Power and Associates "Major Provider Business Telecommunications Services Study SM".



Chip Merritt  
Client Account Manager  
1500 MacCorkle Avenue, SE  
Charleston, WV 25314

As one of West Virginia's largest employers, taxpayers, philanthropic providers, and contributors to statewide economic development, Verizon Communications Inc. is a good steward in the State of West Virginia. Verizon made millions of dollars of infrastructure investment in the state, and employs over 2,145 people statewide, with an annual payroll of \$143.3 Million. And a large majority of these employees reside here in the Kanawha Valley. Verizon

- Pays more than \$45.4 Million annually to 3,171 Retirees living in the state.
- Paid 2,725 Vendors or Suppliers in the state in 2006.
- Made \$577,885 in Charitable and Civic Contributions statewide during 2006.
- Paid more than \$27.4 Million in West Virginia taxes in 2006.
- Invested \$86.3 Million in plant and equipment statewide in 2006.

Verizon Business commits to provide the services as described in this proposal. I also give my personal commitment of service to the Lincoln County School District. I look forward to continuing our business relationship and building an even stronger partnership with the Lincoln County Schools.

If you have any questions or concerns, please feel free to call me at 304-344-7496. I look forward to talking with you soon.

Sincerely,

Chip Merritt  
Corporate Account Manager

Form 470-960540000761998

Only received 2 bid for this, Neither one will work.

Verizon 10-28-2009

This bid is off State Contract MPH507, and their solution is to put several T-1 lines in multi linked together at each site.

This is not what the RFP requested  
This would cost  $\approx 20000.00$  per month + install.  
We would also need to upgrade router's in Each location.

Armstrong 12-22-2009

This bid provides part of the WAN. The bid is good for LCHS to other locations (except Doral + Midway they are outside Armstrong territory)

The problem with this bid is that they cannot provide the 100 mg back to Charleston. Without the 100 mg the other connection would be useless.  
(Telephone conversation with Robert Maker)

Danny Daily 1-5-2010



FCC Form

Approval by OMB  
3060-0806**470**

# Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.



Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

**Block 1: Applicant Address and Identifications**

<b>Form 470 Application Number: 166280000863046</b>		
<b>Applicant's Form Identifier: WAN-10-11</b>		
<b>Application Status: CERTIFIED</b>		
<b>Posting Date: 10/18/2010</b>		
<b>Allowable Contract Date: 11/15/2010</b>		
<b>Certification Received Date: 10/18/2010</b>		
<b>1. Name of Applicant:</b> <b>LINCOLN COUNTY SCHOOL DISTRICT</b>		
<b>2. Funding Year:</b> <b>07/01/2011 - 06/30/2012</b>		<b>3. Your Entity Number</b> <b>126689</b>
<b>4a. Applicant's Street Address, P.O.Box, or Route Number</b> <b>10 MARLAND AVENUE</b>		
<b>City</b> <b>HAMLIN</b>	<b>State</b> <b>WV</b>	<b>Zip Code</b> <b>25523 - 1025</b>
<b>b. Telephone number</b> <b>(304) 824- 3033</b>		<b>c. Fax number</b> <b>(304) 824- 7947</b>
<b>5. Type Of Applicant</b>		
<input type="radio"/> Individual School (individual public or non-public school) <input checked="" type="radio"/> School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools) <input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)		
<b>6a. Contact Person's Name:</b> Danny Dailey		
First, if the Contact Person's Street Address is the same as in <b>Item 4</b> above, check this box. If not, please complete the entries for the Street Address below.		
<b>6b. Street Address, P.O.Box, or Route Number</b> <b>10 MARLAND AVENUE</b>		
<b>City</b> <b>HAMLIN</b>	<b>State</b> <b>WV</b>	<b>Zip Code</b> <b>25523 - 1025</b>
Check the box next to your preferred mode of contact and provide your contact information. One box <b>MUST</b> be checked and an entry provided.		
<input checked="" type="radio"/> <b>6c. Telephone Number</b> <b>(304) 824- 3033</b> ext. <b>242</b>		



	6d. Fax Number	(304) 824- 7947
	6e. E-mail Address	ddailey@access.k12.wv.us

<b>Block 2: Summary Description of Needs or Services Requested</b>
--

<b>7 This Form 470 describes (check all that apply):</b>
<b>a.</b> <input type="checkbox"/> Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.
<b>b.</b> <input checked="" type="checkbox"/> Services for which a new written contract is sought for the funding year in Item 2. Check if you are <input checked="" type="checkbox"/> a multi-year contract <input checked="" type="checkbox"/> a contract featuring voluntary extensions seeking and/or
<b>c.</b> <input type="checkbox"/> A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.
<b>NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.</b>

<b>What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at <a href="http://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.</b>		
<b>8 <input checked="" type="checkbox"/> Telecommunications Services</b> <i>Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>		
<b>a</b> <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one): <input checked="" type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 12.		
<b>b</b> <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for these services.		
<b>Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at <a href="http://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.</b>		
<b>c</b> <input checked="" type="checkbox"/> Check this box if you prefer discounts on your bill.	<input type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.	<input checked="" type="checkbox"/> Check this box if you do not have a preference.
Service or Function:		Quantity and/or Capacity:
Construction of a High Bandwidth service (WAN)		Wan for 10 locations with a min 10Mb/s- Maximum of 1 GB per location
<b>9 <input type="checkbox"/> Internet Access</b> <i>Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>		
<b>a</b> <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one): <input type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 12.		

<b>b</b> <input checked="" type="checkbox"/> <b>NO</b> , I have not released and do not intend to release an RFP for these services.		
<b>Whether you check YES or NO</b> , you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at <a href="http://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Internet Access services. Attach additional lines if needed.		
<b>c</b> <input checked="" type="checkbox"/> <b>Check this box if you prefer discounts on your bill.</b>	<b>c</b> <input checked="" type="checkbox"/> <b>Check this box if you prefer reimbursement after paying your bill in full.</b>	<b>c</b> <input type="checkbox"/> <b>Check this box if you do not have a preference.</b>
<b>10</b> <input type="checkbox"/> <b>Internal Connections Other than Basic Maintenance</b> <i>Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>		
<b>a</b> <input checked="" type="checkbox"/> <b>YES</b> , I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one): <input type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 12.		
<b>b</b> <input type="checkbox"/> <b>NO</b> , I have not released and do not intend to release an RFP for these services.		
<b>Whether you check YES or NO</b> , you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at <a href="http://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Internal Connections services. Attach additional lines if needed.		
<b>c</b> <input checked="" type="checkbox"/> <b>Check this box if you prefer discounts on your bill.</b>	<b>c</b> <input checked="" type="checkbox"/> <b>Check this box if you prefer reimbursement after paying your bill in full.</b>	<b>c</b> <input type="checkbox"/> <b>Check this box if you do not have a preference.</b>
<b>11</b> <input type="checkbox"/> <b>Basic Maintenance of Internal Connections</b> <i>Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>		
<b>a</b> <input checked="" type="checkbox"/> <b>YES</b> , I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one): <input type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 12.		
<b>b</b> <input type="checkbox"/> <b>NO</b> , I have not released and do not intend to release an RFP for these services.		
<b>Whether you check YES or NO</b> , you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at <a href="http://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Basic Maintenance services. Attach additional lines if needed.		
<b>c</b> <input checked="" type="checkbox"/> <b>Check this box if you prefer discounts on your bill.</b>	<b>c</b> <input checked="" type="checkbox"/> <b>Check this box if you prefer reimbursement after paying your bill in full.</b>	<b>c</b> <input type="checkbox"/> <b>Check this box if you do not have a preference.</b>
<b>12 (Optional)</b> Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.		
Name: <b>Danny Dailey</b>		Title: <b>Technology Director</b>
Telephone number <b>(304) 824 - 3033 extn: 242</b>		
Fax number <b>(304) 824 - 7947</b>		
E-mail Address <b>ddailey@access.k12.wv.us</b>		
<b>13a.</b> <input checked="" type="checkbox"/> Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such		

restrictions or procedures, and/or provide a Web address where they are posted and a contact name and telephone number.

<http://wvde.state.wv.us/policies/p8200.pdf>

- ☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

**13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.**

### Block 3: Technology Assessment

**14. ☐ Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

**15.** Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check one or both boxes in 15a through 15e. You may provide details for purchases being sought.

**a.** Desktop communications software: Software required ☐ has been purchased; and/or ☐ is being sought.

**b.** Electrical systems: ☐ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

**c.** Computers: a sufficient quantity of computers ☐ has been purchased; and/or ☐ is being sought.

**d.** Computer hardware maintenance: adequate arrangements ☐ have been made; and/or ☐ are being sought.

**e.** Staff development: ☐ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☐ training is being sought.

**f.** Additional details: Use this space to provide additional details to help providers to identify the ineligible services you desire.

### Block 4: Recipients of Service

**16. Eligible Entities That Will Receive Services:**

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

**a. ☐ Individual school or single-site library.**

**b. ☐ Statewide application for (enter 2-letter state code) representing (check all that apply):**

- ☐ All public schools/districts in the state:  
☐ All non-public schools in the state:  
☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ **If checked, complete Item 18.**

**c. ☒ School district, library system, or consortium application to serve multiple eligible entities:**

<b>Number of eligible entities</b>	<b>11</b>
<i>For these eligible sites, please provide the following</i>	
<b>Area Codes (list each unique area code)</b>	<b>Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces</b>
<b>304</b>	524
<b>304</b>	756
<b>304</b>	778
<b>304</b>	824
<b>304</b>	855
<b>304</b>	
<b>681</b>	756
<b>681</b>	778
<b>681</b>	824
<b>681</b>	855

**17. Billed Entities**

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity Number	Entity
126689	LINCOLN COUNTY SCHOOL DISTRICT

**18. Ineligible Participating Entities**

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix

**Block 5: Certification**

**19. ☒ I certify that the applicant includes:(Check one or both.)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or**
- b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).**

**20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):**

- a. ☒ individual technology plans for using the services requested in the application; and/or**
- b. ☒ higher-level technology plans for using the services requested in the application; or**
- c. ☒ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only**

**21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.**


**22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.**

**23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.**

**24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.**

**25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.**

**26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.**

27. Signature of authorized person: 

28. Date (mm/dd/yyyy): **10/18/2010**

29. Printed name of authorized person: **Danny Dailey**

30. Title or position of authorized person: **Technology Director**

31a. Address of authorized person: **10 Marland Ave**

City: **Hamlin** State: **WV** Zip: **25523**

31b. Telephone number of authorized person: **(304) 824 - 3033** ext. **242**

31c. Fax number of authorized person: **(304) 8247947**

31d. E-mail address number of authorized person: **ddailey@access.k12.wv.us**

31e. Name of authorized person's employer: **Lincoln County School District**

**Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at [www.sluniversalservice.org](http://www.sluniversalservice.org) or call the Client Service Bureau at 1-888-203-8100.**

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470**

**P.O. Box 7026**

**Lawrence, Kansas 66044-7026**

**1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms**  
**ATTN: SLD Form 470**  
**3833 Greenway Drive**  
**Lawrence, Kansas 66046**  
**1-888-203-8100**

FCC Form 470  
November 2004

New Search

Return To Search Results



# ARMSTRONG®

FY 2011  
Armstrong  
Bid Response

*Reviewed  
11-9-10  
Danny*

Mr. Danny Dailey  
Technology Director  
Lincoln County Schools  
10 Marland Avenue  
Hamlin, WV 25523

Dear Mr. Dailey,

The following information is Armstrong's response to the recently received RFP for the provision of High Speed "Point to Point" bandwidth capacity to those schools within the Lincoln County School District network and serviceable by Armstrong. There are ten schools total in the RFP, eight of which are serviceable by Armstrong. The quoted monthly recurring pricing (MRC) in our proposal will be applied and charged on a per school / per month basis. The installation cost is quoted as a one-time charge.

As requested in the RFP, included is an example of the Armstrong Capacity Lease Agreement for your review. Many of the bullet points in the RFP are addressed within the language of our agreement. Additional information and clarification is also provided for your review. Please contact me if you require any additional information or have any questions after you review the Armstrong Capacity Service Agreement.

Armstrong appreciates the opportunity to submit its proposal to Lincoln County Schools for consideration for this project.

Please feel free to contact me with any questions you may have after you review the enclosed information.

Sincerely,



Robert Maker  
Enterprise Solutions Manager  
Armstrong 724-283-3692 ext. 50325

# ARMSTRONG®

## Lincoln County Schools

### Armstrong RFP response for WAN Project

Armstrong appreciates the opportunity to submit the following proposal to Lincoln County Schools for the provision of point to point connectivity and dedicated Internet access over “Fiber Optic Technology” to those school locations serviceable by Armstrong.

The following is Armstrong’s response to those questions in the RFP/Scope that require a response or clarification.

- Armstrong will quote a turn-key solution to be installed, tested, fully operational and accepted by Lincoln County Schools within 90 days (barring any unforeseen circumstances) after issue of purchase order.
- In the event of a service interruption, Armstrong will respond on site, if necessary, within four hours to assess the nature of the outage and make a determination on the subsequent solution. This will take place from the time of notification from an authorized Lincoln County School representative during regular business hours.
- Armstrong remotely monitors connectivity and related equipment for outages across all Armstrong networks 24/7 from the Armstrong NOC. The Armstrong NOC can identify loss of communication and may be aware of an outage prior to any notification from Lincoln County Schools regarding an interruption of service. A NOC service technician from Armstrong will be dispatched to repair the problem as soon as possible.
- All circuits will transport the fully quoted bandwidth for Lincoln County School’s use only.
- Copy of service agreement included with this RFP response. Armstrong will agree to the requested one year term, extensions and renewal option.

- Armstrong is recognized for e-rate funding / SPAC Form – Armstrong maintains a Service Provider Annual Certificate, form 473, and will provide the Armstrong “Spin” number to Lincoln County Schools upon execution of the service agreement.
- Lincoln County High School will be considered a HUB for the distribution of (Point to Point) connectivity over Fiber to those affiliated schools within the district that are serviceable by Armstrong for this project.
- Armstrong will accept WAN implementation in stages should Lincoln County decide to take this approach.



# ARMSTRONG®

## Lincoln County School High

### (Point to Point) Capacity Pricing Proposal

The following monthly pricing will be billed on a per month basis, per end point or site/school.

“Monthly Recurring Cost” / One Year Contract Term / Point to Point Pricing:

5Meg - \$980.00

10Meg - \$1225.00

20Meg - \$1470.00

30Meg - \$1750.00

100Meg - \$2485.00

Total Installation Cost for Lincoln County Schools Serviceable by Armstrong

One Time—Up Front

**(\$42,585.00)**

Capacity service can only be increased during the term of the agreement. It can be increased at anytime in increments of 10Meg above the start point of 5Meg. This will however require revising and signing a new service agreement to reflect the increased capacity and the subsequent monthly rate increase for the additional capacity.

**Note:** Broadband (Point to Point) capacity will be delivered over fiber optics end to end.

# ARMSTRONG®

Armstrong's RFP response pertains only to those schools which can currently be serviced by Armstrong. The schools serviceable by Armstrong are highlighted in red below.

## FOLLOWING IS THE LIST OF LOCATIONS REQUIRING SERVICE:

Lincoln County Board of Education 10 Marland Ave, Hamlin, WV 99999	Midway Rt. 1 Box 130, Alum Creek, WV 25503
Lincoln County High School (HUB) 81 Panther Way, Hamlin, WV 25523	West Hamlin Rt. 1, Box 112, West Hamlin, WV 25571
Duval PK-8 P.O. Box 67, Griffithsville, WV 25521	Ranger General Delivery, Ranger, WV 25557
Hamlin PK-8 8137 Park Avenue, Hamlin, WV 25523	Harts Primary Rt. 2 Box 28, Harts, WV 25524
Guyan Valley Middle 700 St. Rt. 10 N, Branchland, WV 25506	Harts Intermediate Rt. 1 Box 130, Harts, WV 25524

**Note:** Armstrong ability to service Ranger Elementary School will require and is predicated on authorization from Frontier Communications allowing Armstrong to attach its "Fiber" to Frontier Communications poles.

Several Request for a copy of RFR

i Networks - Requested but never presented a bid

Unite private Networks - Requested additional  
Information but did not submit a bid

Armstrong Cable - Was the only Vendor to  
Submit a bid. Upon Review the proposal  
it would be more economical + make better  
~~use of~~ use of our estate funds

Example: T-1 Lines for 4.5 mg would cost  $\approx 1350.00$  Market  
5 mg through Armstrong would be 980.00

The only negative in this proposal is that  
~~the~~ Armstrong cannot include Midway + may  
not be able to include Doval.

See back for Evaluation

Dany Raley

1-5 - 5 being best

mpis contract

Armstrong

Reason

Cost (doubled) Coverage	6	10	Armstrong ~ 400.00 cheaper each month
Reliability of Computer	5	4	mpis covers all schools/locations Armstrong only cover 8-9 locations
Expansion of Flexibility	3	5	both are equal in reliability To expand mpis we need to add Tel lines. Armstrong would just turn up the connection.
Totals	19	23	



<b>BOARD APPROVED</b> DATE: <u>4-4-11</u>
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## FIBER COMMERCIAL SERVICE AGREEMENT

**THIS COMMERCIAL SERVICE AGREEMENT** is made as of July 1, 2011 between Armstrong Utilities, Inc. ("**Armstrong**") whose principal offices are located at One Armstrong Place, Butler, Pennsylvania 16001 and Lincoln County Board of Education (the "**Subscriber**") whose service address is Lincoln County Board of Education, 10 Marland Ave., Hamlin, WV 25523; Lincoln County High School (HUB), 81 Panther Way, Hamlin, WV 25523; Hamlin PK-8, 8137 Park Avenue, Hamlin, WV 25523; Guyan Valley Middle, 700 St. Rt. 10 North, Branchland, WV 25506; West Hamlin, Route 1, Box 112, West Hamlin, WV 25571; Ranger, General Delivery, Ranger, WV 25557; Harts Primary, Route 2, Box 28, Harts, WV 25524; Harts Intermediate, Route 1, Box 130, Harts, WV 25524 (the "**Premises**") and whose billing address is 10 Marland Ave., Hamlin, WV 25523.

### PREAMBLE

Armstrong owns and operates and/or has access to networks, equipment and services and is in the business of building, leasing and providing network and cable television services to customers; and

Subscriber desires to obtain certain fiber network services from Armstrong, and Armstrong desires to provide the fiber network services to Subscriber pursuant to the terms and conditions of this Agreement;

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1. Services Provided to Subscriber.** Subject to Subscriber's full and timely payment of the fees hereunder and Subscriber's compliance with the terms and conditions of this Agreement, Armstrong shall provide Subscriber with those services identified on Exhibit A attached hereto and made a part hereof (the "**Services**") at the Premises. Subscriber shall have the right, subject to Armstrong's approval, to add additional services to its account and, if accepted by Armstrong, such additional services will be included in the Services hereunder, and subject to the terms and conditions hereof, upon installation or activation by Armstrong of such additional services.

### **2. Fees; Payment.**

(a) Following Subscriber's acceptance of the Services, Subscriber shall pay to Armstrong a monthly fee of One Thousand Two Hundred Twenty-Five Dollars (\$1,225.00) per school/end point or Nine Thousand Eight Hundred Dollars (\$9,800.00) for the eight (8) schools serviceable by Armstrong (the "**Monthly Fee**"). After the Initial Term, the Monthly Fee may be adjusted by Armstrong, in its sole discretion, at any time by providing Subscriber at least sixty (60) days prior written notice of such adjustment. If Subscriber receives such notice of adjustment, Subscriber shall have the right to terminate this Agreement by providing Armstrong written notice within thirty (30) days following receipt of such notice of adjustment. Armstrong shall provide Subscriber with a monthly invoice for the Monthly Fee, which will be due and payable by Subscriber on the date indicated on such invoice.

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(b) Subscriber agrees to pay to Armstrong a one-time installation charge of Forty-Two Thousand Five Hundred Eight-Five Dollars (\$42,585.00), which shall be included on the invoice with the first Monthly Fee pursuant to the procedure described in Exhibit B.

(c) Subscriber shall be solely responsible for all federal, state, or local taxes (other than those taxes attributable to Armstrong's income), regulatory charges, franchise fees, or similar assessments associated with the fees described in this Section 2.

(d) Any amount due to Armstrong hereunder that is not paid when due shall bear interest at the lesser of (i) one and five tenths percent (1.5%) per month or (ii) the maximum interest rate permitted by applicable law. In addition to all other sums payable hereunder, Subscriber shall pay to Armstrong the reasonable costs and expenses incurred by Armstrong in connection with all actions taken to enforce collection or to preserve and protect Armstrong's rights hereunder, whether by legal proceedings or otherwise, including, without limitation, attorneys' fees, court costs and other expenses.

(e) In addition to the other remedies provided for hereunder, if any amount due to Armstrong hereunder is not paid in accordance with the terms hereof, Armstrong may, at its option and in its sole discretion, suspend all future performance of its obligations under this Agreement without liability or penalty, including without limitation suspension of the provision of the Services, until Subscriber pays all such amounts due. Upon receipt of such payment, the Services will be restored within five (5) business days. In the event that any unpaid balance is more than ninety (90) days in arrears, or in the event that Subscriber is more than thirty (30) days in arrears more than three (3) times in any twelve (12) month period, Armstrong shall be entitled to terminate this Agreement and cease providing the Services immediately. If Armstrong terminates the Agreement pursuant to this paragraph, the Subscriber agrees to pay to Armstrong (i) all amounts then due, (ii) the balance of the amount due to Armstrong for the remainder of the then-current Term (defined below) of the Agreement, and (iii) to the extent permitted by law, Armstrong's actual collection costs, including costs incurred by collection agencies and attorney's fees. Armstrong and the Subscriber agree that the amount provided for in this paragraph is intended as liquidated damages and not as a penalty, for costs and expenses which Armstrong will sustain as a result of the Subscriber's breach of this Agreement. If Armstrong waives any default by the Subscriber, that does not mean Armstrong waives any later default. Any waiver by Armstrong must be in writing. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law.

(f) Armstrong's sole liability for any Lapse which (i) is not remedied within twenty-four (24) hours and (ii) is not coincident with any other Lapse, shall be a refund to Subscriber of the pro rata portion of the applicable Monthly Fee for the period of the Lapse. Notwithstanding the foregoing, such pro rata refund is available to the Subscriber only if (i) the Lapse is reported by Subscriber during the duration of the Lapse and (ii) the Subscriber requests such refund. Except as otherwise provided in this Section, Armstrong shall not be liable to the Subscriber for any Lapse or other interruption in service or outage related to the Services. For the purposes of this Subsection, a "Lapse" shall be any one or more of the following: a mistake, error, omission, interruption, delay, outage or defect in the transmission or other performance of any Service which is not caused by force majeure or by Subscriber.

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### 3. Term.

(a) Unless earlier terminated in accordance with the terms of this Agreement, the term of this Agreement shall be for a period of one (1) year beginning on the Activation Date as described on Exhibit B (the "**Initial Term**") with up to two (2) one (1) year extensions and the option to renew for an additional two (2) one (1) year extensions (the "**Renewal Options**"). The Initial Term and any Renewal Option are herein collectively referred to as the "**Term**".

(b) If a party fails to perform any material provision of this Agreement and the failure remains uncured for thirty (30) days following written notice from the non-defaulting party (provided, however, that if a party undertakes to cure a default within thirty (30) days and such default is not reasonably curable within thirty (30) days, then such party shall not be deemed to be in default so long as such party diligently pursues a cure to the default and ultimately cures the default), the non-defaulting party may (i) terminate the Agreement immediately upon notice to the breaching party and/or (ii) pursue all other remedies available to it under law or equity.

(c) During the Term, Armstrong may terminate this Agreement at any time with thirty (30) days written notice to the Subscriber if:

(i) Armstrong loses its franchise as the cable service provider in the area where the Premises is located or in the event that Armstrong no longer offers the Services within the area where the Premises is located;

(ii) Subscriber ceases to do business at the Premises, in which case then Subscriber agrees to pay Armstrong (i) all amounts then due and (ii) the balance of the amount due to Armstrong for the remainder of the then-current Term of the Agreement; or

(iii) Any change occurs in any applicable federal, state or local municipal statutes, ordinances or regulations which govern, control and regulate the use of the Services, including, but not limited to, regulations imposed by the Federal Communication Commission, that affects Armstrong's ability to perform its obligations under this Agreement.

### 4. Title to Equipment and Facilities.

(a) Armstrong Equipment. Title to all equipment and other facilities provided by Armstrong that are used in connection with the Services (the "**Armstrong Equipment**") shall remain in, and is the property of, Armstrong including, but not limited to, the physical fiber plant, and such title shall remain vested in Armstrong even after the termination or expiration of this Agreement. Subscriber shall not change the location of, tamper with or alter in any manner any of the Armstrong Equipment. If any damage to the Armstrong Equipment occurs while such Armstrong Equipment is located on the Premises, Subscriber shall pay to Armstrong either the amount necessary to repair or replace the damaged Armstrong Equipment, as determined by Armstrong in its discretion. No portion of the Armstrong Equipment shall be considered a fixture or an addition to Subscriber's property. Subscriber agrees that it will take no action that impairs Armstrong's title to the Armstrong Equipment or exposes Armstrong to any claim, lien, encumbrance or legal process, including without limitation directly or indirectly selling, mortgaging, pledging or otherwise disposing or encumbering any of the Armstrong Equipment.

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The Subscriber agrees to return all Armstrong Equipment to Armstrong upon termination of this Agreement. The Subscriber shall pay to Armstrong the manufacturer's suggested retail price for the replacement of any Armstrong Equipment that is not returned, together with any incidental costs incurred by Armstrong relating to its replacement.

(b) Subscriber Equipment. Title to all equipment and facilities provided by Subscriber that are used in connection with the Service (the "**Subscriber Equipment**") shall remain vested in Subscriber. Armstrong shall not be responsible for the provision, installation, repair or maintenance of the Subscriber Equipment. If Armstrong reasonably needs to access the Subscriber Equipment in order to provide the Services, Subscriber shall either (i) provide Armstrong with such access or (ii) assign a Subscriber employee, agent or contractor to access the Subscriber Equipment at and under the direction of Armstrong.

#### **5. Access; Installation; Maintenance; Removal.**

(a) Access. Subscriber agrees to provide to Armstrong, without charge, the rights of ingress, egress and regress and adequate space and right of access to the Premises and any surrounding property for construction, installation, operation, maintenance, inspection, replacement, repair, removal, marketing, sales and disconnection of all or any portion of the Services and any Armstrong Equipment and to perform such other actions as are necessary or desirable by Armstrong to exercise its rights under this Agreement and to perform its obligations hereunder. Subscriber agrees to provide Armstrong with access to the Subscriber Equipment and to Subscriber's documents and records pertaining to the Subscriber Equipment, at such times and on such dates as Armstrong may reasonably request in order to provide the Services including, but not limited to, the maintenance required by this Agreement. Such request shall be made at least twenty-four (24) hours in advance unless an emergency situation prevents such advance notice, in which case Subscriber shall provide access to Armstrong as soon as practicable under the circumstances.

(b) Installation. Armstrong shall install any necessary Armstrong Equipment needed to commence the Services on such date or dates as are mutually agreeable to Subscriber and Armstrong. If asbestos or other hazardous materials exist on Subscriber's property, Subscriber shall have the materials removed or notify Armstrong to perform any necessary installations or modifications in areas not containing such materials.

(c) Maintenance. Subscriber acknowledges and agrees that Armstrong's provision of the Services is subject to certain restrictions, including without limitation, the serviceability of the Premises. Armstrong may, in its sole discretion, from time to time, for maintenance or other purposes, make changes, adjustments, replacements or other modifications to the Armstrong Equipment and/or conduct planned maintenance of the Armstrong Equipment. Subscriber acknowledges that the Services may be disrupted during these maintenance periods. Armstrong shall use reasonable efforts to schedule any such planning maintenance so as to minimize the disruption to Subscriber's operations, provided, however, that Armstrong may, in its discretion, schedule such interruptions during normal business hours. Subject to the limitations described elsewhere in this Agreement, Armstrong shall provide all necessary maintenance of, and repairs to, the Services as soon as reasonably possible following any notice of an outage or failure in respect of the Armstrong Equipment, except to the extent that any such

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repair or replacement arises from the negligent or willful acts or omissions of Subscriber, its agents, representatives, employees, licensees, invitees and/or contractors, in which case Subscriber shall be responsible for, and pay the costs incurred for, restoration of the damaged Armstrong Equipment. In the event that Subscriber is aware of a failure in the Services, Subscriber will notify Armstrong at its Technical Support Center - (866) 483-9127. Armstrong will use reasonable efforts to remedy any delays, interruptions, omissions, mistakes, accidents or errors with respect to the provision of the Services.

(d) **Removal.** Upon termination of this Agreement as herein provided for, Subscriber shall return the Armstrong Equipment to Armstrong in the same condition as when installed, normal wear and tear excepted. The Subscriber shall pay to Armstrong the manufacturer's suggested retail price for the replacement of any Armstrong Equipment that is not returned, together with any incidental costs incurred by Armstrong relating to its replacement. In addition, in the event of expiration or termination of this Agreement, Armstrong shall have the option to remove all or any portion of the Armstrong Equipment at the Premises during normal business hours. Subscriber agrees to provide Armstrong with access to the Armstrong Equipment at such times and on such dates as Armstrong may reasonably request. Such request shall be made at least twenty-four (24) hours in advance unless an emergency situation prevents such advance notice, in which case Subscriber shall provide access to Armstrong as soon as practicable under the circumstances. In the event that Armstrong causes any damage during the course of such removal, Armstrong shall restore the Premises to its condition prior to such removal, reasonable wear and tear excepted. The terms of this Section shall survive expiration or termination of this Agreement.

**6. Permits, Easements.** In the event that one (1) or more building, electrical or other local, state or federal permits is required before or during the commencement of the Services, Subscriber shall be responsible for obtaining and paying for such permit(s). Furthermore, Subscriber shall be responsible for obtaining any easements, leases or other agreements relating to the use of Subscriber's property that may be necessary in order for Armstrong to provide the Services. Armstrong shall cooperate with and provide Subscriber with any and all information which Subscriber may reasonably need from Armstrong in order to obtain such permit(s), easements, leases or other agreements. If future improvements to the Premises require placement of buildings, structures, roads, etc., on the easement obtained for Armstrong to provide the Services, Armstrong shall, at Subscriber's sole cost and expense, relocate the Armstrong Equipment to such new areas or locations as Armstrong reasonably deems appropriate, and Subscriber shall be deemed to have granted an easement to Armstrong under this Agreement to such new areas or locations where Armstrong relocates all or any portion of such Armstrong Equipment. Armstrong shall conduct all activities at the Premises during regular business hours except in case of emergency or interruption of service.

**7. Exclusivity.** Subscriber agrees that it will not subscribe to or enter into agreements with any other master antenna system, other cable television system and/or internet provider during the Term. Notwithstanding the foregoing, Subscriber may enter into an agreement with another service provider for the purpose of redundant internet services.

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**8. Use of the Services.**

(a) Subscriber agrees that Armstrong has agreed to provide the Services to Subscriber on the basis that Subscriber will use the Services strictly in accordance with the terms of Armstrong's Terms and Conditions of Service and Use (as may be amended from time to time, collectively the "**Terms and Conditions**"). The current Terms and Conditions are located at <http://support.armstrongonewire.com/policies/> and are incorporated herein in their entirety by reference. Armstrong's obligation to provide the Services is conditioned on Subscriber's continuing compliance with the Terms and Conditions. In the event of a conflict between this Agreement and the Terms and Conditions, the Terms and Conditions shall control.

(b) **THE TERMS AND CONDITIONS, WHICH ARE A PART OF THIS AGREEMENT INCLUDE RESTRICTIONS ON USE, LIMITATIONS ON ARMSTRONG'S LIABILITY AND SUBSCRIBER'S REMEDIES, WARRANTY EXCLUSIONS, ARBITRATION OF DISPUTES AND OTHER IMPORTANT LEGAL TERMS. SUBSCRIBER IS ADVISED TO REVIEW THE TERMS AND CONDITIONS CAREFULLY AS SUBSCRIBER IS RESPONSIBLE FOR ENSURING THAT SUBSCRIBER'S USE OF THE SERVICE AND THE USE BY OTHERS OF SUBSCRIBER'S ACCOUNT COMPLIES WITH THE TERMS AND CONDITIONS. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS GIVES ARMSTRONG THE RIGHT, IMMEDIATELY AND WITHOUT PRIOR NOTICE, TO TERMINATE THIS AGREEMENT AND THE PROVISION OF THE SERVICES.**

(c) Armstrong has the right, in its sole and absolute discretion, to change and/or revise the Terms and Conditions at any time, without notice to Subscriber, provided that such changed or revised Terms and Conditions will be posted on the foregoing website. Subscriber acknowledges and agrees that it must agree to, and continue to abide by, the terms, conditions and acceptable use policies set forth in such Terms and Conditions in order to use and continue to use the Services and that if it does not agree to and/or cannot comply with such Terms and Conditions, Subscriber must immediately stop use of the Services and notify Armstrong so the account may be closed and the Services disconnected. Subscriber's payment for the Services and election to continue to use the Services constitute Subscriber's acceptance of, and agreement to be bound by, the Terms and Conditions, and any amendments thereto. In the event of any inconsistency between the terms and conditions contained in this Agreement and the Terms and Conditions, the Terms and Conditions shall control.

**9. Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement (other than obligations to make payments of money) to the extent that such delay or failure is caused by fire, flood, explosion, war, earthquake, power outages, strike, embargo, government requirement, civil or military authorities, acts of God or by the public enemy, transportation facilities, acts or omissions of carriers or other condition beyond the reasonable control of a party. In the event of such delay or inability to perform, the affected party shall give immediate notice to the other party and the party affected may suspend this Agreement for the duration of the force majeure condition and resume performance under this Agreement once the force majeure condition ceases.

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**10. Warranty of Authority.** Subscriber represents and warrants that it is the lawful owner of the Premises and has the authority to enter into this Agreement and convey the rights to Armstrong granted hereunder.

**11. Notices.** All notices and other communications provided for hereunder shall be in writing and shall be personally delivered or mailed or sent to each party as set forth below or at such other address or in such other manner as may be designated by such party in written notice to the other party. All such notices and communications shall be effective when delivered in person or transmitted by telecopier or upon receipt after dispatch by certified or registered first class mail, postage prepaid, return receipt requested, to the party to whom the same is so given or made

If to Armstrong:      One Armstrong Place  
Butler, PA 16001  
VP/Operations  
One Armstrong Place  
Butler, PA 16001  
Telephone: (724) 283-0925

If to Subscriber:      Lincoln County Schools  
10 Marland Ave.  
Hamlin, WV 25523  
Attn: Danny Daily  
Telephone: (304) 824-3033 ext. 242

**12. Miscellaneous.** The headings to the paragraphs of this Agreement are intended solely for the convenience of the parties and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof. Nothing herein, express or implied, is intended to, nor shall, confer on any person other than the parties hereto, any rights, remedies, obligations or liabilities under, or by reason of, this Agreement. This Agreement (which incorporates by reference the Terms and Conditions), including its exhibits and attachments, contains the entire agreement of the parties hereto and supersedes all prior or contemporaneous agreements and understandings, oral or written, express or implied, between the parties hereto as of this date and with respect to the subject matter hereof. No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the parties hereto. Notwithstanding the foregoing, Armstrong may amend or modify the Terms and Conditions (which are incorporated in this Agreement by reference) at any time for any reason with or without prior notice to Subscriber and Subscriber's continued use of the Services shall be deemed to constitute acceptance of such amendments or modifications to the Terms and Conditions. Subscriber shall not assign or transfer any interest in this Agreement without the prior written approval of Armstrong and any such attempted assignment or transfer shall be void and of no effect. Armstrong shall be entitled to assign or transfer any right or obligation in this Agreement without the prior written approval of Subscriber. This Agreement and the terms, covenants and conditions hereof shall be binding upon, and inure to the benefits of, the parties hereto and their respective successors and assigns. This Agreement shall be deemed to be a contract made under and shall be construed, interpreted, governed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving

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effect to its conflict of laws principles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

**13. Severability.** The provisions of this Agreement shall be deemed severable and if any portion hereof shall be held invalid, illegal or unenforceable for any reason, the remainder shall not be invalidated but shall remain in full force and effect.

**14. Waiver; Remedies Cumulative.** No waiver of any provision of this Agreement by any party shall be valid unless in writing and signed by the party against whom the waiver is charged. The waiver of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. The failure of either party at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of compliance with such provisions.

**LINCOLN COUNTY  
BOARD OF EDUCATION**

By: David L. Roach  
David L. Roach (Feb 3, 2011)

Name: David L. Roach

Its: Superintendent Lincoln

**ARMSTRONG UTILITIES, INC.**

By: Jeffrey A. Ross  
Jeffrey A. Ross (Feb 3, 2011)

Name: Jeffrey A. Ross

Its: President

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